

AGREEMENT

between

TOWN OF JAMESTOWN, RHODE ISLAND

and

NAGE RI LOCAL 69

AFL-CIO

July 1, 2013 through June 30, 2015

INDEX: NAGE CONTRACT

	Page
Agreement	1
Preamble	1
Article I: Recognition	1
Article II: Non-discrimination	2
Article III: Union Security	2
Article IV: Payroll Deductions	3
Article V: Prohibition of Unilateral Action	4
Article VI: Discipline and Discharge	4
Article VII: Grievance and Arbitration	5
Article VIII : Hours of Work and Overtime	7
Article IX: Probationary Period	9
Article X: Job Classification and Wage Rates	9
Article XI: Health and Safety	13
Article XII: Vacations	14
Article XIII: Jury Duty	16
Article XIV: Military Training Leave	17
Article XV: Bereavement Leave	17
Article XVI: Sick Leave	18
Article XVII: Holidays	19
Article XVIII: Personal Days	20
Article XIX: Medical Coverage	20
Article XX: Workers' Compensation	22
Article XXI: Group Life Insurance	23

Article XXII: Rest Periods	23
Article XXIII: Uniforms	24
Article XXIV: Management Rights	25
Article XXV: Information	25
Article XXVI: Union Representatives	25
Article XXVII: Leave of Absence	26
Article XXVIII: Water Department	26
Article XXIX: Mileage Allowance	27
Article XXX: Seniority	27
Article XXXI: Employee Supplemental Plan	27
Article XXXII: Certifications	28
Article XXXIII: Effect of Agreement	29
Article XXXIV: Duration	30

AGREEMENT

This Agreement made and entered into this 1st day of July 2013 A.D. by and between the Town of Jamestown (hereinafter referred to as the “Employer”) and NAGE Local R1-69 (hereinafter referred to as the “Union”) witnesseth:

PREAMBLE

WHEREAS, certain statutory provisions grant to employees of political subdivisions of the State of Rhode Island the right to bargain collectively with their municipal Employer; and

WHEREAS, the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony, and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency,

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties further mutually agree as follows:

ARTICLE I

RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit for the purpose of collective bargaining and entering into agreements relative to rates of pay and other terms and conditions of employment, said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board, as a result of the petitions submitted by the Union in Case No. EE 2083 and Case No. 3077, namely all employees of the Employer's Public Works Department, which shall also include Animal Control Officer

and Sewerage Treatment Plant, Harbormaster, excluding other executive officers, supervisors and seasonal and temporary employees who are employed for fewer than six (6) months.

In the event the Town retains an Animal Control Officer in the future the Town agrees to negotiate all terms of employment with the union.

ARTICLE II

NON-DISCRIMINATION

- 2.1 The Employer and the Union agree to continue their policy of nondiscrimination against employees covered by this agreement on account of membership or non-membership in the Union, or on account of race, religion, color, national origin, sex, age, physical handicap, ancestral origin, marital status or political affiliation. In all instances where the masculine pronoun is used, it is understood that it can be used interchangeably with the feminine pronoun.

ARTICLE III

UNION SECURITY

3.1. Agency Shop - All employees of the Jamestown Public Works Department, Water Department and Sewerage Treatment Plant, and both the Animal Control Officer and the Harbormaster shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay an initial service fee and monthly service fee to the Union for the purpose of aiding the Union in defraying cost in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employee in the appropriate bargaining unit.

The aforesaid fee shall be payable on or before the first day of each month and such sums shall in no case exceed the initial fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall also be a condition of employment that all employees covered by this Agreement shall upon 30 days of employment, pay established initial and monthly fees as shown above.

3.2. It is agreed that any employee hired by the Employer after the execution date of this agreement who is assigned to work as a temporary employee in a job classification covered by this Agreement and who works in such classification for more than fifteen (15) days shall, upon completion of such fifteen (15) working-day period, pay to the Union thereafter while continuously employed in the bargaining unit a service charge as a contribution toward the cost of administration of this Agreement. The amount of such service charge shall be equivalent to the amount required to be paid as Union dues by those employees who become members of the Union. The assistant Harbormaster, the fill-in Fire Department maintenance engineer any temporary animal control officer who is appointed because the animal control officer is on extended sick leave or vacation or any retired member of the Union who is asked to come back to work for less than thirty (30) days, shall not be required to pay a service charge. The Employer will notify the Union steward whenever a temporary employee is to be assigned to work in a job classification in the Union's jurisdiction, and the approximate duration the temporary employee will perform work of a temporary nature.

3.3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of any action taken by the Town under the provisions of this Article.

ARTICLE IV
PAYROLL DEDUCTIONS

4.1. The Employer agrees, upon voluntary written authorization by an employee, to deduct from such employee's pay on the first pay day of each month the regular membership dues of the Union or agency shop fees, and further agrees to remit promptly such dues, together with a list of the names of employees, if any, whose dues have been so deducted, to the Financial Secretary of the Union. Such written authorization shall be irrevocable for one (1) year or until the termination date of this Agreement whichever first occurs. The Union agrees to indemnify and save the Employer harmless against any and all claims, damage or other forms of liability arising out of the deductions of any Union dues or Union initiation fees from an employee's pay and the remittance of such monies to the Union.

4.2. The Employer will also deduct from such employees who have authorized the Employer in writing a Credit Union and Savings Bonds deductions.

4.3. The Employer's of sick leave and vacation allotment due employees shall be reflected on paycheck stubs or on bulletin boards on a monthly basis. The parties agree that clerical errors, errors in computation or other errors affecting such paycheck stubs or bulletin board notices shall in no way bind the employees, the Union or the Employer.

ARTICLE V
PROHIBITION OF UNILATERAL ACTION

5.1. The Employer will not take any actions affecting wages, hours and other terms and conditions of employment which violate the terms of this agreement or are otherwise.

5.2. If any Article or section of this agreement should be held to be in violation of any law, the remainder of this agreement shall not be affected thereby.

ARTICLE VI

DISCIPLINE AND DISCHARGE

6.1. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive.

No employee may be disciplined or discharged except for just cause, provided, however, that the Employer may separate from its employ a probationary employee during his/her probationary period without cause and without notice.

6.2. The Employer will use progressive discipline except in cases which warrant a higher level of discipline.

6.3. The Union shall be notified promptly in writing of all written warnings and/or suspensions/discharges.

6.4. Employees shall be given a copy of all disciplinary slips placed in their file and may look in his/her file at any time upon reasonable notice.

ARTICLE VII

GRIEVANCE AND ARBITRATION

7.1. In the event that any difference or dispute should arise between the Employer and an employee or employees over the application and interpretation of the terms of this agreement, an honest effort shall be made to settle such differences in the following manner.

Grievances shall be processed as follows:

Step 1: A grievance must be filed within seven (7) working days of the act or omission being grieved if the grievant or the Union is aware, or should have reasonably been aware of the act or omission. The grievant and his/her immediate supervisor will discuss the grievance on that day. The Steward may or may not become involved at this step at the discretion

of the grievant.

Step 2: If agreement is not reached at the Step 1 discussion, the Union shall have five (5) working days in which to file a written grievance with the Town Administrator or their designee.

The following information shall be contained, with reasonable clearness, in the written grievance: the exact nature of the grievance; the approximate time when it occurred; the identity of the employee or employees who claim to be aggrieved; the provisions of the Agreement that the employee or employees claim the Employer violated; and the possible remedies sought. The Town Administrator or their designee shall meet with the Union representative as expeditiously as possible. A decision by the Town Administrator or their designee will be rendered within ten working days after receipt of the grievance. Such decision shall be in writing setting forth an explanation of the reasons therefore. The decision of the Town Administrator may be appealed to the Personnel Board for resolvment, but is not required to, prior to moving to Step 3.

Step 3: If the grievance is not resolved at Step 2, or with the Personnel Board, within twenty (20) working days of the Step 2 or Personnel Board answer, the Union may submit the grievance to arbitration by delivering a written demand for arbitration to the Town Administrator. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators in accordance with its Voluntary Rules of Labor Arbitration. Expenses for the arbitrator's services shall be shared equally by the parties.

Copies of all grievances and the responses to that grievance by the appropriate Town official shall be forwarded to the Union office headquarters.

7.2. The arbitrator hereunder shall be without power to alter, amend or modify the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE VIII

HOURS OF WORK & OVERTIME

8.1. The normal work week shall be forty (40) hours, consisting of five (5) consecutive days - Monday through Friday inclusive. However, it is mutually agreed, the classification of the Transfer Station Operator's work week shall be five (5) consecutive days - Thursday through Monday.

Any Harbormaster will work a six (6) day cycle of four (4) working days of eight (8) hours followed by two (2) consecutive days off. The Harbormaster work week shall be as follows: Between April 1st through June 30th and September 16th and October 31st, he/she shall work from 8:30 a.m. to 5:00 p.m. inclusive of a thirty (30) minute unpaid meal period. During the period July 1st through September 15th, the Harbormaster will work this same hourly schedule on Sunday through Thursday. Work falling on a Friday and Saturday during this period shall commence at 11:30 am and end at 8:00 pm.

In the event the Harbor Master is required to attend any meeting he will be notified by the Chief of Police and will be paid the standard call out if the meeting occurs outside his regularly scheduled shift. The Harbor Master will not be required to attend all Harbor Commission Meetings.

The workweek for the Harbormaster shall be considered to be an average of thirty-seven and one-third (37 1/3) hours, and includes working on Sunday's without any extra compensation. If any Harbormaster works on a Sunday, which is a normal day off, then they shall receive an overtime rate of time and one half of the regular rate of pay. Any Harbormaster will begin work on April 1st and end on November 1st. However, the Town may reduce the seasonal work schedule of the Harbormaster from seven months to five months by attrition of the existing member. The seasonal work schedule shall be at the discretion of the Town.

Any Harbormaster shall schedule vacation time with the approval of the Police Chief. Such vacation shall ordinarily be taken between Labor Day and Memorial Day, Vacation or personal days taken between Memorial Day and Labor Day, will be at the sole discretion of the Chief of Police. The Harbormaster reports to the Police Chief.

8.2. The normal work day shall consist of eight (8) consecutive hours, 7:00 A.M. to 3:30 P.M. exclusive of thirty (30) minute unpaid meal period. Meal period will be from 11:30 A.M. to 12:00 Noon during normal conditions. (If employee leaves the worksite for other than work related matters, they are expected to leave no earlier than 11:15 A.M. and return to the worksite within the thirty (30) minute meal period.) However, it is mutually agreed that the classification of Transfer Station Operator's work day will be eight (8) consecutive hours 8:00 A.M. to 4:00 P.M. which includes a meal period.

8.3. Overtime at the rate of time-and-one-half an employee's regular rate will be paid for all hours worked in excess of (8) hours on a work day, or forty (40) hours in a scheduled work week, or on the sixth or seventh continuous day of service.

8.4. An employee shall not be denied overtime compensation for authorized overtime work by reason of authorized absence during the week in which such overtime service is performed.

8.5. Employees shall have the right to monetary compensation for overtime work, but may choose to take compensatory time off instead upon one week's notice and with the approval of the Department Superintendent, which approval shall not be arbitrarily withheld consistent with the necessary operations of the Employer. No employee may accumulate more than one hundred and sixty (160) hours of compensatory time in one calendar year.

Deleted: eighty

8.6. Overtime work shall be distributed as equitably as possible within the bargaining unit. The rate of time and one-half will be paid for all work performed on Sunday.

8.7. Any employee called in outside his regular work schedule shall be guaranteed

at least four (4) hours of work or pay in lieu thereof where less than four (4) hours work is available. Such guaranteed minimum shall not apply to an employee called in who continues working into his regularly scheduled work day.

8.8. When an employee is required to work after 3:30 p.m. and before 7:00 a.m. and his regular schedule of hours starts less than eight (8) hours after completion of such work, except in cases of emergency, he shall be entitled to a rest period at the beginning of his regular day schedule to the number of hours worked after 11 p.m., with pay at his regular hourly rate.

8.9. Consistent with Article VIII, Section 8.8, employees are expected to report to work on time and the Employer shall plan his daily work schedule to allow the employees to leave work on time. However, in the event that an employee is late for work by less than 15 minutes his pay will not be reduced. If the employer allows the work day to extend beyond normal quitting time by less than 15 minutes, the employee pay will not be increased. Consistent lateness will be subject to normal disciplinary action. Consistent abuse of this provision by the Employer will be subject to the grievance procedure. **In the event a unit member works 30 minutes beyond the normal work day he/she will be paid for the full hour.**

8.10. Sick leave with pay, holidays with pay, and vacations with pay will be credited as time worked for calculating overtime.

8.11 The workweek for the Fire Department maintenance engineer shall be an average of forty (40) hours per week, consisting of five (5) consecutive days – Monday through Friday inclusive. The normal workday shall consist of eight (8) consecutive hours, 7:00am to 3:00pm inclusive. The Fire Department Maintenance Engineer shall report to the Fire Chief. In the absence of the Fire Chief the maintenance engineer will report to the designated Deputy Chief. Vacation or personal days will be approved and scheduled with the Fire Chief within the time frames as outlined in this contract.

ARTICLE IX

PROBATIONARY PERIOD

9.1. A new employee will be in a probationary status for six (6) months from the date of employment. During this period he/she shall not be covered by the terms of this agreement and his/her employment may be terminated without recourse to the grievance and arbitration provisions of this agreement.

ARTICLE X

JOB CLASSIFICATION AND WAGE RATES

10.1. As specified in Section 10.3 of this article, all employees covered by this agreement shall receive a 2.5 percent per hour increase on Effective July 1, 2013, a 2.5 percent increase on July 1, 2014, and a 2.5 percent increase on July 1, 2015.

10.2. There shall be a 3-step increase for Laborer I, and Sewer Treatment Plant Operator I, Six (6), Twelve (12), and Eighteen (18), months as heretofore. After satisfactory completion of 18 months employment in the Job Classification of Laborer I and upon a satisfactory recommendation of the Highway Superintendent, the employee shall be advanced to Laborer II.

10.3 Salaries and Wages

	7/1/13 (2.5%)	7/1/14 (2.5%)	7/1/15 (2.5%)	
Animal Control Officer	\$--.--	\$--.--	\$--.--	Deleted: 9
Carpenter	\$22.8 849	\$23.4 570	\$24.0 434	Deleted: 6
Laborer I	\$21. 6041	\$22.1 442	\$22. 6978	Deleted: 5
Laborer II	\$22.8 849	\$23.4 570	\$24.0 434	Deleted: 61
Light Equipment Operator	\$23.4 165	\$24.00 19	\$24.60 20	Deleted: 5
Transfer Station Operator	\$23.67 02	\$24.26 20	\$24.8 685	Deleted: 70
Apprentice Heavy Equip. Operator	\$0.00	\$0.00	\$0.00	Deleted: 9
Sen. Heavy Equip. Operator	\$24.4 073	\$25.01 75	\$25.6 429	Deleted: 6
Sen. Heavy Equip. Operator II	\$24.7 819	\$25. 4015	\$26.0 365	Deleted: 5
Automotive Mechanic	\$24.7 819	\$25. 4015	\$26.0 365	Deleted: 1
Working Foreman	\$25.4345	\$26.0703	\$26.7221	Deleted: 7
Fire Dept. Disp./Maint. Eng.	\$24. 3953	\$25.00 52	\$25.63 03	Deleted: 1
Sen. Water/Sewer Utility Worker	\$24. 1899	\$24.79 46	\$25.41 45	Deleted: 2
Water/Sewer Utility Worker	\$23.41 65	\$24.00 19	\$24.60 20	Deleted: 5
Water Treatment Plant Superintendent	\$29.4094	\$30.1446	\$30.8983	Deleted: 7
Assistant Superintendent Water	\$27.3131	\$27.9959	\$28.6958	Deleted: 39
Assistant Superintendent W.W.T.P.	\$27.3131	\$27.9959	\$28.6958	Deleted: 2
Superintendent W.W.T.P.	\$29.4094	\$30.1446	\$30.8983	Deleted: 7
Wastewater Treatment Plant Operator II	\$24.4100	\$25.0203	\$25.6458	Deleted: 39
Harbormaster	\$23.7911	\$24.3858	\$24.9955	Deleted: 2
Foreman of Utilities	\$25.4345	\$26.0704	\$26.7221	Deleted: 4
10.4. The hourly rate for Water/Sewer Utility Worker, Water Treatment Plant Operator and Chief W.W.T.P. Operator are conditioned on maintaining licenses required by the Town and the State.				Deleted: \$24.77
				Deleted: 8
				Deleted: \$25.39
				Deleted: 3
				Deleted: \$26.02
				Deleted: 40
				Deleted: 9
				Deleted: 1
				Deleted: 90
				Deleted: 1
				Deleted: 90
				Deleted: 9
				Deleted: 7
				Deleted: 4
				Deleted: 39
				Deleted: 5.44
				Deleted: 8
				Deleted: 8.07
				Deleted: 6.07
				Deleted: 3
				Deleted: 8.77
				Deleted: 6.72
				Deleted: ¶

All overtime hours worked will be shown on member's payroll statement. The Town will determine the method used in providing the overtime hours worked.

Employees using personally owned specialized tools or equipment on Town work will be compensated for such use. Specifically, the welder will be paid \$25.00 for each hour his welding equipment is used on Town work. The Town will supply all necessary and adequate tools and replace all tools needed. The Carpenter will be provided with an Electric Drill and Electric Skill Saw.

The Water Treatment Plant Operator shall be required to take professional water treatment study courses as prescribed by the Town and he shall receive a single, one-time bonus of three hundred (\$300.00) upon the successful completion of each course. All employees must maintain such certification as is prescribed by the State for the respective positions as a condition of employment (e.g.. water and sewer licenses, CDL for highway department employees, etc.).

Every employee who must maintain a certification as a condition of employment, shall receive an annual stipend of \$300 for each certification, which shall be paid on July 1, and shall be included in the employee's annual pay. Notwithstanding the foregoing, an employee may receive a payment for no more than two certifications or licensures.

10.5. Longevity:

As of July 1, 2010, employees are eligible to collect longevity pay beginning at the completion of their 5th year of service. The longevity formula shall be a percentage of the employee's base salary in accordance with the below listed schedule. The employee shall receive on the anniversary date of their original date of employment, such longevity due as outlined below, to be paid by separate check.

5 years	5.0%
---------	------

10 years	5.5%
15 years	6.0%
20 years	7.5%

In FY2010-11, employees who qualify for top step longevity will receive 7.5% beginning January 1, 2011.

10.6. Whenever an employee is eligible for a longevity wage increase, the increase will be computed in the employee's bi-weekly pay. Longevity pay will be pro-rated for all part-time employees covered by this agreement. Longevity will be paid in one lump sum on the employee's anniversary date, provided he/she notifies the Finance Department, in writing, three (3) months prior to close of fiscal year. Longevity rates will be computed in an employee's overtime rate.

10.7. For purposes of longevity payments, employees shall be given credit for all full-time employment with the Employer.

10.8. Vacancies. Whenever a vacancy is in an existing classification or whenever a new position is created, notice of vacancy (including new positions) shall be posted on the appropriate bulletin boards for five (5) days. A copy of all such notices shall be submitted to the Union. The notice of vacancy shall indicate the job title, rate of pay, hours of work, days off, and work areas, if any. Employees of the Bargaining Unit will have first choice for bidding on all vacancies. If the employee is awarded the job, either he/she or the Employer shall have the right to return the employee to his/her prior position within two months, without loss of seniority.

Whenever a vacancy exists in the position of Fire Department maintenance engineer in order for a member of the bargaining unit to laterally transfer they must meet the qualifications of the position.

10.9. Whenever an employee is temporarily transferred or temporarily promoted to another position, which is temporarily vacant due to sickness, injury, or reasons other than vacation the employee shall, commencing upon completion of 30 consecutive working days in said position, receive his/her rate of pay or the rate of pay for the position, whichever is higher. Upon completion of the temporary position the employee will be returned to his/her former position and rate of pay.

ARTICLE XI

HEALTH AND SAFETY

11.1. The Employer shall make reasonable provisions for the health and safety of its employees during their hours of employment. Protective devices and clothing, if necessary, to protect employees properly from injury due to job hazards shall be provided by the Employer in accordance with applicable standards of safety. All employees working alone shall be equipped with a hand radio or a two-way radio will be equipped in the vehicle.

11.2. The Employer and Union agree to a Joint Health and Safety Committee. The Union shall appoint two (2) members to serve on the Committee. The Committee shall meet monthly or as may be decided by it for the purpose of maintaining and promoting maximum safety for working conditions. The Town and the Union shall make every effort to insure that this Committee functions.

11.3. The Employer and the Union agree to form, at the signing of this agreement, a Joint Labor Management Committee. The Committee will consist of two (2) members of the Employer and two (2) members of the Union. The Committee shall meet quarterly or as may be decided by the Committee. The Committee shall discuss problems of mutual concern such as, but not limited to improvement of efficiency, quality and service to the citizens of the Town, employee morale and improvement: of cooperative efforts among employees and between

employees and the Town.

11.4. Any Harbormaster, and any Fire Department Dispatcher/Engineer hired or assigned after March 1, 1996 may be required to obtain a higher level of CPR and first aid training, which shall be paid for by the Employer.

11.5. Employees whose position requires a valid C.D.L. will be subject to mandatory drug testing as required by federal law or regulations. Failure or refusal to submit to such a test shall be considered a positive result. Any employee who tests positive shall on the first occasion be required to enter counseling or a rehabilitation program as appropriate. If any employee tests positive on a second occasion, within five (5) years following the employee's return to work from counseling or rehabilitation, he shall be terminated.

11.6 The Town will be cognizant of weather conditions when detailing work crews and make changes to work details in the event of severe conditions. Emergencies shall be excluded from this clause.

ARTICLE XII

VACATIONS

12.1. No employee shall receive any vacation until such employee has been employed for six (6) months, but vacation credits shall accrue during such period of service.

12.2. It is agreed that all employees covered by this agreement shall receive a vacation with basic straight time pay according to the following schedule:

<u>Period of Service</u>	<u>Vacation</u>
At least six (6) months -----	6 working days
At least one (1) year-----	11 working days
At least five (5) years -----	13 working days

At least ten (10) years -----	18 working days
At least fifteen (15) years-----	20 working days
At least twenty (20) years -----	22 working days
At least twenty-five (25) years-----	26 working days

12.3. When the service of an employee shall be terminated by resignation, death, dismissal, or otherwise, and if such employee shall not have used actual vacation time equal to his accrued vacation, such employee or his estate shall be entitled, upon such termination, to receive the pro-rated amount of his earned vacation.

12.4. Consistent with the necessary operations of the Employer, an employee shall be entitled to take all or part of his vacation with pay upon one (1) months' notice to the Employer, first choice of vacation periods being given to the employees in order of seniority. Whenever an employee's vacation dates are verified and the employee has complied with the provision of giving thirty (30) days' notice, the agreed to vacation schedule shall not be changed unless by mutual agreement, or except in case of emergency as defined and determined by the Town Council.

12.5 Consistent with the necessary operations of the Employer, employees shall be allowed to take at their request their annual accumulated vacation leave during the summer provided that he/she first gives two (2) weeks' notice to the Employer. Employees may take vacation on less than two weeks' notice to the Employer with the approval of the Director of Public Works which shall not be arbitrarily withheld.

12.6. Employee may carry over from year to year up to two (2) years accrued vacation time, in addition to the current year's accumulation; however, they may be allowed to take only their annual accumulated vacation leave at any one time. Any employee with vacation time accrued as of March 1, 1998 in excess of the amount described above shall be permitted to

retain such accrued balance.

12.7. Vacation pay is to be computed on the basis of the individual's base pay rate.

12.8. In the event an employee is called in from vacation for emergency work, he/she shall be paid, in addition to vacation pay as set forth in this Article, time-and-one-half the regular hourly rate, and in no case for less than four (4) hours, plus compensatory time off, to be taken within ninety (90) days with the approval of the Superintendent.

12.9. If a paid holiday occurs during an employee's vacation time, he/she shall receive an additional day of vacation with pay.

12.10 The Harbormaster may only take vacation between April 1st and June 1st and between September 15th and November 1st.

ARTICLE XIII

JURY DUTY

13.1. Every employee covered by this agreement who is ordered by appropriate authority to report for Jury Duty shall be granted a leave of absence from his regular duties during the period of such Jury Duty and shall receive for such period of Jury Duty the difference between his basic net take-home pay and his Jury Duty pay. Provided, however, that an employee shall report to work on a regularly scheduled work day when he is excused from jury duty early and will be able to work for at least four (4) hours on that day. This shall not require an employee to work both regular jury duty hours and non-standard work week hours such as weekends. The Employer reserves the right to request employees to postpone Jury Duty.

ARTICLE XIV

MILITARY TRAINING LEAVE

14.1. Every employee covered by this Agreement, who by reason of membership in the United States Military, Naval, or Air Reserve, or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authority to participate in training activities or in active duty as part of the state military force or special duty as a part of the Federal Military Force, shall be granted military training leave not to exceed two (2) weeks per year for a period of such duty, and shall receive for such period of duty, the difference between his/her basic net take-home pay and his/her military training pay.

ARTICLE XV

BEREAVEMENT LEAVE

15.1. An employee shall be granted time off with pay in the event of a death in

his/her immediate family which is defined to include mother, father, parents-in-law, spouse, brother, or sister, son or daughter, grandchildren or one who is living in the immediate family.

15.2. The employee shall be given leave with pay not to exceed three (3) working days immediately following the date of death, together with that portion of the working day not worked on the date of death. .

15.3. An employee shall be allowed reasonable time off with pay to attend the funeral of a close friend or a relative outside the immediate family with the approval and at the discretion of the Superintendent.

15.4. An employee will be allowed up to one day off with pay to attend the funeral of brothers- and sisters-in-law.

ARTICLE XVI

SICK LEAVE

16.1. Every employee covered by this agreement who has completed six (6) months of continuous service shall be granted sick leave without loss of pay for absence caused by illness, or by injury, or exposure to contagious disease or by the serious illness of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth of the employee as follows.

When the Fire Department maintenance engineer requires the use of sick time he shall notify the Fire Chief a minimum of one (1) hour prior to the start of his/her normal work shift. In addition the Fire Department maintenance engineer will notify the Jamestown Police to notify them of his/her absence. Every attempt shall be made by the employee to notify his/her supervisor with as much notice when using sick leave.

16.2. Sick leave for employees employed as of March 1, 1993, shall accrue at the rate of 3.38 hours per week for each week of actual service, not to exceed twenty (20) working

days in any calendar year. Sick leave not used in the year in which it accrues together with any accumulated sick leave standing to the employee's credit on the effective date of this agreement may be accumulated for use in a subsequent year up to a maximum of one hundred sixty (160) days. Employees having an accumulation of more than one hundred sixty (160) days as of March 1, 1993 may retain that balance, however. Half the amount of the accumulated sick leave will be paid to an employee upon retirement.

Employees carrying an accumulated sick leave balance of more than one hundred (100) days may sell back the annual allotment at a rate of one day's pay for each three (3) days sold back annually. Employees may only sell back any unused annual allotment for the current year. They may not use current leave and sell back accumulated leave. Current leave must be used before accumulated leave may be used.

For employees hired on or after March 1, 1993, the annual sick leave accumulation shall be up to fifteen (15) days per year and no more than one hundred twenty (120) days can be accumulated and retained by any employee hired on or after March 1, 1993.

16.3. An employee who discharges six (6) or more sick days in any six (6) month period or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by management and may be required to submit a physician's certificate or other evidence to management to justify any subsequent request to discharge sick leave for a period of one-hundred eighty (180) days. Any such certificate must be signed by the employee's duly licensed physician, and may be on a form mutually agreed to by management and the union, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities. Should a physician's certificate be insufficient in content, Management may, at its option, require the employee to obtain a more detailed medical certificate. In the event an employee fails to provide the physician's certificate in a timely manner, the employee may be subject to disciplinary action. An insufficient physician's certificate shall not

be cause to place an employee on unauthorized unpaid leave.

EXCEPTIONS:

Management recognizes that from time to time situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits and on a case by case basis and will be approved or denied by the Administrator or his designee.

The Union and employees acknowledge and agree that regular and predictable attendance is indispensable to the essential function of each bargaining unit position. Willful violation of any sick leave provisions contained herein of the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action.

16.4. Light Duty. The intent of this provision is to return to work as soon as is medically possible employees who are affected as set forth in the above paragraph. Further, the parties understand that “light duty” refers to duty other than normal outside patrol duties and that it is not the intent that said light duty is to be of a “make work” nature.

An injured employee or an employee or an employee who is temporarily disabled in any circumstance where the employee is not confined to their home and where the employee is determined capable of performing light duty assignments, may be required to work light duty status, providing the following conditions exist:

1. Capability to perform light duty shall be determined by the employee’s physician and the Employer’s physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee’s physician and the Employer’s physician shall examine the subject employee and the opinion of the third physician shall be conclusive on the parties. The Employer shall pay for the cost of the examination. However, the Employer and/or the Union shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provisions set forth in this agreement. In the event a dispute arises as to whether the employee can perform light duty, the employee shall be allowed to remain out of work until such time as a final determination has been rendered.

2. Prior to reporting to light duty, the employee must be informed in writing of the type of work they shall be assigned to perform. This written notice must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph 1 preceding. Said employee cannot be required to perform any task or duty not enumerated in the light duty job description provided in writing by the Employer to the employee.
3. The employee must be granted time off for doctor's visits or therapy.
4. Light duty assignments shall in no way further impair the employee's recovery or aggravate the employee's injury.

Light duty will include desk clerk, administrative duties as assigned by the Employer or their designee and other similar light or clerical tasks in accordance with a doctor's recommendation or the employee's physical limitation, within the essential job functions of the employee.

ARTICLE XVII

HOLIDAYS

17.1. The following days shall be considered guaranteed holidays for the purposes enumerated below:

New Year's Day	Columbus Day
Martin Luther King Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	½ day before Christmas
VJ Day	Christmas Day
Labor Day	

17.2. Employees covered by this Agreement shall be paid one (1) day's pay for each of the aforementioned days as holiday pay if it falls on their days off.

17.3. An Employee who is assigned to work on a day when a holiday is observed shall, in addition to the holiday pay, be paid for all hours worked at time-and-one half his hourly rate. Any Harbormaster shall be given off all holidays that fall during their normal work cycle with the exception of those holidays that fall between June 1st and September 2nd.

17.4. The Employer will make every reasonable effort to distribute holidays off to all employees as equitably as possible.

ARTICLE XVIII

PERSONAL DAYS

18.1. Employees shall be entitled to five (5) personal off with pay per year, provided the employee gives at least forty-eight (48) hours notice to the Town except in emergencies. Employees who do not use their personal days during the course of the year shall receive pay in lieu thereof, paid in the first full pay period of the next fiscal year, at the accrued rate. If an employee leaves the Town's employ, unused personal days will be paid out and/or the employee's pay will be diminished for personal days used as though personal days were accrued at the rate of one (1) day for each 2.4 months of service. Any Harbormaster shall be entitled to the same amount of personal days as all other employees covered by this agreement, except that any Harbormaster's personal days shall be pro-rated for the months per year on duty. Any personal days earned by any Harbormaster cannot be taken between June 1st and September 2nd. The Chief of Police or Executive Director of the Harbor Management Commission shall have sole discretion in granting a personal day during this time.

ARTICLE XIX

MEDICAL COVERAGE

19.1 All employees covered by this Agreement shall be entitled to receive the Blue Cross Healthmate Coast to Coast medical insurance coverage, family or individual plan whichever is applicable. Employees may choose to between two health coverage options as follows:

1) Healthmate with a \$250/\$500 deductible applicable to outpatient surgical, physical therapy, medical supplies, etc. (See plan details in Appendix A). The Town will pay the first \$250 for services/supplies subject to the deductible.

2) Healthmate Health Savings Account with a \$2,000/\$4,000 deductible for eligible medical expenses including prescriptions drugs. After the deductible is reached, all medical expenses are covered at 100%. (See plan details in Appendix B).

Employee co-pays will depend on length of service and health coverage plan. The following medical insurance co-pays will apply:

	Healthmate \$250 Plan	Health Savings Account	Dental Plan
Hired after 3/1/93	20%	14.92%	20%
Hired before 3/1/93	Begin 2/1/11 7.5% Begin 7/1/12 15.0%	6.92%	7.5%

It is understood that the employee co-payments under the Healthmate \$250 Plan are calculated as a percentage of the annual health insurance premium or working rate. Under the Health Savings Account, co-payments are calculated as a percentage of the annual Health Savings Account Healthmate insurance premium plus the Town share of the Plan deductible. Co-payments will be made through bi-weekly payroll deductions.

Employees opting for the Healthmate \$250 Deductible Plan shall make a co-payment for outpatient services as follows: Primary care office visits \$10.00; Specialists \$25.00; Urgi-care \$50.00; and Emergency Room \$100.00. The Town agrees that employees shall be responsible for the increase in the Emergency Room co-share only if the Urgi-care facility is open and the employee chooses not to use it. In addition, the Town agrees that when an employee's doctor issues a directive requiring that treatment shall be performed at an Emergency Room, the employee's co-share shall be \$50.00. The Town also recognizes that employee shall only be required to pay \$25.00 for an Urgi-care visit when the employee or his family primary care physician's office is closed and it is not practicable for the employee or his/her family member to delay the treatment that they are seeking until their primary care physician is open.

19.2 The Town may substitute any equivalent health plan or plans for any of the plans specifically set forth above with the Union's approval, which shall not be unreasonably withheld.

19.3 The Town will continue to provide Delta Dental as presently being afforded to employees. Effective December 1, 2007, the Town shall provide Level IV (\$1,200.00 benefit level) Delta Dental Coverage.

19.4 The Employer agrees to provide up to a \$100 maximum benefit annually for eyeglasses to each employee and family members covered under the health care insurance plan.

19.5 The Employer agrees to provide Blue Cross Student Rider to all employees covered by this agreement.

19.6 Any employee eligible for alternative health care coverage may opt to receive health coverage pursuant to a non-Town paid plan in lieu of a Town paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive \$2,000 in

a lump sum, for each full contract year in which he/she is not covered by a Town plan. Employees opting out of individual plan coverage shall receive \$1,000. Employees who opt out, but who continue to have coverage under a Town plan through a spouse's employment, shall receive \$450. For each year during the term of this contract in which such election is made, the employee will receive no coverage pursuant to this Article, except that in the event the employee loses his or her eligibility for alternative coverage (e.g., due to the death or loss of employment of the employee's spouse), upon repayment pro rata to the Town of the money paid to the employee for opting out of Town coverage, the employee may re-enroll during the year provided Blue Cross/Blue Shield permits such re-enrollment. Town will require proof of alternative coverage.

19.6 In the event of any changes or reductions in the scope of chiropractic services provided by any health care coverage plan hereunder, the employer agrees to make such additional payments as may be required for a combined total of chiropractic services not to exceed a maximum of twelve (12) regular treatment visits to a licensed chiropractor per employee, per year.

ARTICLE XX

WORKERS' COMPENSATION

20.1. The Workers' Compensation laws of the State of Rhode Island apply to an employee who sustains an injury while on the job for the Employer. In all such cases, the Employer will provide a supplement to the payments required by law, to yield the sum equal to the basic net take-home pay of the employee for the continuing incapacity.

ARTICLE XXI

GROUP LIFE INSURANCE

21.1. Upon completion of thirty (30) days of employment each employee shall be provided with Fifty Thousand (\$50,000) Dollars of Group Life Insurance plus an equal amount of group accidental death insurance with dismemberment coverage.

21.2. The full cost of the life insurance shall be paid by the Employer.

21.3. Upon termination of an employee the policy may be converted to an individual policy of life insurance without physical examination if such conversion occurs within thirty (30) days of termination of employment.

21.4. The employee shall receive a copy of the Life Insurance Policy and a copy of the Pension Plan.

ARTICLE XXII

REST PERIODS

22.1. Employees who are working shifts receive a fifteen (15) minute rest period during the first half of the shift, and a fifteen (15) minute rest period during the second half of the shift.

Except for unusual circumstances, during rest periods employees are to remain at the worksite, however, one employee may be assigned to go for coffee for the entire group unless the Town provides on-premises coffee making facilities at the worksite. The worksite for the Fire Dispatcher shall be the fire station. The site for the Harbormaster shall be the police station. In no instances are coffee breaks to be taken inside restaurants, snack bars, deli, market places, etc. The exception to this will be anytime the Harbormaster is aboard or operating the harbormaster's boat. Under these circumstances the harbormaster shall take his/her rest period aboard the boat.

ARTICLE XXIII

UNIFORMS

23.1. Upon the completion of thirty (30) days of employment, employees assigned to the Public Works Department shall be furnished a set of coveralls by the employer without expense to the employee. Mechanics and utility workers will be issued a set of light weight coveralls for summer use.

The Town will add a line item to the yearly budget specifically for the purchase of uniform items for members of the Public Works department.

Effective January 1, 2011, employees are eligible to receive a \$175 work boot allowance. Employees may submit a request for reimbursement for one set of boots in a fiscal year. A valid receipt of purchase must accompany the reimbursement request.

23.2. The Employer of Jamestown shall provide adequate foul weather gear.

Individual employees will be responsible for the proper use and return of same.

23.3. The Fire Chief and Police Chief shall prescribe the uniform which is to be worn by employees assigned to their departments.

23.4. The Employer shall provide for the cleaning of any Harbormaster and any Fire Department Dispatcher in an amount of \$500 per employee.

23.5. Equipment, insignia, buttons and other items not issued or required by the Employer may be utilized or worn by the Fire Dispatcher and Animal Control officer only with the permission of the Department Head.

23.6. Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement. The employer shall order, pay for, and distribute such replacement items.

ARTICLE XXIV

MANAGEMENT RIGHTS

24. 1. The Employer shall have the right to promulgate reasonable work rules which are not inconsistent with the terms of this Agreement.

24.2. The union recognizes that except as specifically relinquished by the express terms of this agreement, all discretion and rights to manage, direct or supervise the Public Works Department, Animal Control Officer, Harbormaster, Sewerage Treatment Plant, Water Department and Fire Department dispatchers and employees are vested solely in the Employer.

Deleted: n

ARTICLE XXV

INFORMATION

25.1. The Employer agrees to provide adequate space on existing bulletin boards for the exclusive use by the Union for the posting of notices and other information.

25.2. The Employer agrees to post - on existing bulletin boards - employees vacation schedules, accumulated sick leave and compensatory time off. The Employer will also provide the Union with a record of all overtime (on a semi-annual basis).

25.3. The Union Representative may request and shall obtain access to review public documents and personnel records of Union members necessary to investigate, process and adjust grievances.

ARTICLE XXVI

UNION REPRESENTATIVES

26.1. Designated Union representatives or officers shall be granted a reasonable amount of hours per week with pay during working hours to investigate, process and adjust grievances and to attend hearings, meetings and conferences on contract negotiations with representatives of the Employer. This provision shall not be abused.

26.2. The Union shall furnish the Employer with a written list of its officers and designated representatives and shall promptly notify the Employer of any changes in such list.

26.3. Union representatives and officers shall be permitted to enter the various facilities of the Employer for the purpose of performing and engaging in Union duties and business relating to the collective bargaining agreement, with prior approval of the Town Administrator, which said approval shall not be unreasonably withheld.

26.4 It is agreed by the parties hereto that the President or his designee of NAGE, Local Number RI-69, shall be allowed five (5) days off, without being deducted from the individual's vacation time, without loss of pay, or being required to make up said time, to attend Regional or Non-Regional meetings of NAGE.

ARTICLE XXVII
LEAVE OF ABSENCE

27.1. Leaves of absence without pay, but without loss of benefits, may be granted by the Employer, not to exceed thirty (30) days. Such leaves may be extended for valid personal reasons upon approval by the Employer, granting of such leaves shall not be arbitrarily withheld. In addition thereto, in a case of an illness or injury to an employee that extends beyond thirty (30) days, the employee shall be allowed no less than six (6) months leave without pay or benefits. The employer may require an employee to present a physician's certificate to evidence the injury or illness. Any accumulated leave the employee has accumulated will be used concurrent with this leave provision. The employer agrees to allow the employee to participate in benefit premium payments at the Employer's rate during the leave of absence where said employee has exhausted their own accumulated leave benefits.

ARTICLE XXVIII
WATER DEPARTMENT

28.1. Employees of the Water Department who on Saturdays, Sundays and holidays perform water treatment duties shall be guaranteed a minimum of four (4) hours pay.

ARTICLE XXIX
MILEAGE ALLOWANCE

29.1. The Employer shall pay in accordance with the IRS rates per mile gas allowance to employees who are directed by the Employer to use their automobiles in the performance of Employer business.

ARTICLE XXX

SENIORITY

30.1. For the purpose of this agreement, seniority shall mean the length of continuous service with the Employer within the scope of the bargaining unit.

30.2. A master seniority list will be maintained by the Employer and shall be available to the Union upon request.

30.2. Temporary employees who become permanent employees shall be considered to have a seniority date of their original dates of hire. They will be credited with benefits, except for health insurance, to the original hire date.

ARTICLE XXXI

EMPLOYEE SUPPLEMENTAL PLAN

31.1. The Employer will establish an individual retirement account for each member of the bargaining unit. The funding will be voluntary, at the discretion of the employee, and will be based on the following formula:

1. If the employee wishes, the Employer will purchase a maximum of **seven (7)** sick days during the month of June of each fiscal year. The purchase cost will be the employee's base hourly rate times eight (8) hours for each day purchased. The Employer will provide an annual statement of employee accounts. Individuals may not contribute additional money to the supplemental plan.

2. The money in the supplemental plan will be invested in an account with Washington Trust with three different plans available to employees. The risk of these investments shall be borne solely by the employee. The Employer and Union will not be liable

for any losses the plan or any individual employee may suffer. Upon a normal retirement, employees will be eligible to collect sick pay principal plus interest thereon.

3. If an employee leaves prior to normal retirement, for any reasons, he/she may only withdraw his/her own money deposited prior to March 1, 1996, and the interest money paid on it in the fund. He/she is not eligible to receive his/her "sick time" payment money.

4. Commencing January 1, 1992, upon retirement, each employee covered by this Agreement shall be entitled to the automatic increase in service retirement allowance on the Cost of Living Adjustment (COLA) as afforded under Chapter 21 of the Rhode Island General Laws of 1956, as amended, specifically in accordance with 45-21-52 under Plan C.

ARTICLE XXXII

CERTIFICATION

32.1. With prior authorization from the Public Works Director, all employees shall be entitled to be reimbursed for the costs of all exceptional certifications, licenses and re-licensing and any job related courses required by the Employer. An example of "exceptional" is the Employer will pay the cost difference between a Commercial Driver's License and a regular driver's license.

32.2. Employees in a position which requires certification and/or licensing by the State shall obtain such certification/licensing on a timely basis and maintain full certification or license in good standing as a condition of employment. A timely basis means that newly appointed personnel shall obtain initial certification on the next available testing date and continue to upgrade thereafter at the earliest successive intervals to obtain full certification in the last possible time. Any employee who does not renew or loses any certification or license required by his position may be terminated at the discretion of the Town Administrator.

32.3. The Employer will provide a vehicle for employees to go to job related

schools.

32.4. If the Town of Jamestown in consultation with the Fire Chief determine that fire/ems dispatching certification above the current level are required by the Fire Department maintenance engineer the Town will enroll and cover all costs for the employee to attend any certified emergency dispatcher course

ARTICLE XXXIII

EFFECT OF AGREEMENT

33.1. It is understood and agreed that all provisions of this agreement are subject to applicable laws, and if any provision of any Article of this agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

33.2. Effect of Titles. None of the titles of Articles or Sections within this Agreement shall be given substantive effect. The parties intend them only as a means of differentiating one section from another.

ARTICLE XXXIV

DURATION

34. 1. The Agreement shall take effect on July 1, 2013 and continue in force until midnight on June 30, 2015.

ARTICLE XXXV

SUCCESSOR CLAIMS

Any change in the composition of the management of the Employer or the NAGE, RI – 69 shall have no effect on the terms of this agreement and any and all successor to either party shall be obligated and bound to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

_____ day of _____, 2013.

TOWN OF JAMESTOWN

NAGE R1-69

By: _____

By: _____

For the Town of Jamestown

Committee for Nage R1- 69
